

**APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3103
SERVICE AGREEMENT**

This Appendix F is a Service Agreement to DIR Contract No. DIR-TSO-3103 and is effective throughout the contract term. Any changes to the terms herein must be agreed in writing between Lexmark International, Inc. and the Texas Department of Information Resources (DIR). The Schedule and Attachments to This Appendix F will serve as a Statement of Work (SOW) document to be completed and agreed to by Customer prior to the commencement of any work. Any Statement of Work documents are specific to a project and shall not ratify or modify any of the terms or conditions herein. In the event of a conflict between this Appendix F or any of its' exhibits or attachments, the contract shall take precedence.

1.0 DEFINITIONS

“Actual Volume” means the number of printed Pages actually produced on a Managed Output Device in accordance with this Agreement.

“Business Day” means the time between 8AM and 5PM, in the time zone where the work is being performed, on any day (other than a Saturday or Sunday or agreed upon holiday provided in writing each year of the Initial Term), unless otherwise specifically agreed herein.

“Consumables” means Lexmark toner cartridges and other supply items such as staples and items which are necessary for the operation of Output Devices, excluding paper and Media.

“Customer Locations” means the locations listed in Attachment B to this Appendix F.

“Effective Date” means the effective date of the Statement of Work.

"Existing Devices" means existing Customer printers and multi-function devices not provided to Customer under this Agreement.

“Lexmark Data Collection Manager” (LDCM) means the hardware and software used by Lexmark in providing the Services herein.

“Managed Output Device(s)” means those networked Output Devices and Existing Devices subject to the Services as described herein.

“Media” means paper, check stock, transparencies, labels, envelopes, and any other item not included in the definition of Consumables, as outlined above.

“Meter Read” means the life time page count information that is obtained from each Managed Output Device.

“Operational Readiness” means the date that Lexmark is operationally ready to perform asset management, Consumables, and maintenance services on Managed Output Devices.

“Output Device(s)” means new Lexmark printers and multi-function devices provided by Lexmark or Lexmark authorized agents under DIR Contract No. DIR-TSO-3103 and this Agreement.

“Page” means a simplex image on a single sheet of paper.

“Price per Page” means a price per Simplex image made on a Managed Output Device in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3103.

“Printer Drivers” means the required Printer Drivers to support Output Devices.

“Recurring Charge” means the monthly charge specific to a Managed Output Device billed by Lexmark and to be paid by Customer in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3103.

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“Services” means those services as described in Section 2.0 and the Statement of Work of this Appendix F.

“Simplex” means print on one side of a Page.

“Staging” means space provided by the Customer, at the same site of installation of the Output Device.

“Yield” means the number of Pages that are capable of being printed from a single toner cartridge as determined by Lexmark specifications.

2.0 SERVICES OVERVIEW

Lexmark will assist Customer in across Customer Locations. In support of this effort, Lexmark will provide Customer with the Services as defined herein and in accordance with DIR Contract No. DIR-TSO-3103. The Services to be provided by Lexmark shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3103 and may include any or all of the following as defined in the SOW:

- a) Project Governance
- b) Management of Existing Devices
- c) Implementation Services
- d) Driver Deployment
- e) Training Services
- f) Asset Management Services
- g) Proactive Consumable Management
- h) Maintenance Services

3.0 PROJECT GOVERNANCE

Lexmark may, in the normal course of business, use subcontractors or agents to provide any or all of the Services outlined herein in accordance with Section 10.F of DIR Contract No. DIR-TSO-3103.

Lexmark shall appoint a project manager as the primary point-of-contact to Customer for coordination of Output Device installation and implementation of Services and a Customer Operations Manager (COM) for the ongoing delivery of Services during steady state. Customer shall appoint a project manager as the primary point-of-contact to Lexmark for coordination and delivery of these Services.

Services will be implemented in an agreed upon timeframe utilizing an agreed upon project plan. The project managers for each Party shall agree upon the project plan. It is Lexmark responsibility to schedule the Customer contract launch meeting for an agreed upon time, date and location. As part of the project plan, Lexmark will assist Customer in developing a communication strategy whereby Customer will communicate program elements and benefits to Customer users. All changes to the project plan or the Services will be governed by the Change Control Process as defined in Section 3.5 and 3.6.

The agreed upon project plan will detail a planning phase, which is representative of the time required for Lexmark and Customer to set up the infrastructure and processes in order to get to Operational Readiness. It is contemplated that Operational Readiness will occur within ninety (90) days from the Effective Date.

The Parties may desire to modify the scope of effort herein during the term of the Agreement. The Party desiring to modify this SOW shall fill out and submit to the other Party, a Change Request Form substantially as outlined in Attachment C hereto. The Change Request Form shall describe the required change, the reason for the change and the effect the change is expected to have on the project.

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Completed Change Request Forms should be submitted from the requesting project manager to the project manager of the other party for review and consideration. Customer and Lexmark agree to review the proposed modification and will either accept, modify or reject the requested change within five (5) Business Days. Authorized representatives of Customer and Lexmark must agree in writing on any adjustment in price resulting from an agreed upon change in scope, prior to implementing the change.

4.0 MANAGEMENT OF EXISTING ENVIRONMENT

To be determined in SOW.

5.0 IMPLEMENTATION SERVICES

Customer will provide Lexmark with written authorization in the form of a purchase order prior the commencement of Implementation Services including the provision of all Output Devices. The purchase order shall annotate: "in accordance with DIR Contract No. DIR-TSO-3103".

The locations and timing of the installation during Business Days will be agreed to in writing between the Customer and Lexmark. Customer will provide Lexmark with contact details of all key personnel responsible for implementation at each individual Customer Location.

If Customer delays, postpones, reschedules, or cancels any scheduled installation with ten (10) Business Days or less notice, Customer will be invoiced for any actual charges incurred by Lexmark for transportation. Lexmark shall provide receipts for incurred charges.

Lexmark pricing is predicated, in part, on the project plan's assumed duration of the number of months as detailed in the SOW for the installation of Output Devices and the implementation of the Services as defined herein. Should Customer delays extend the duration of the installation and implementation activities, Lexmark reserves the right to charge for the provision of additional project management support.

Lexmark will be responsible for: To be determined in the SOW.

Customer will be responsible for: To be determined in the SOW.

6.0 DRIVER DEPLOYMENT

With respect to Printer Drivers:

- a) Lexmark will provide the Print Driver(s) and recommended Printer Driver('s) configuration for Customer,
- b) Customer will be responsible for distributing the Print Driver(s) to the appropriate workstations,
- c) Customer will be responsible for all workstation software including the loading of Printer Driver(s) for Managed Output Devices and Existing Devices.

7.0 TRAINING SERVICES

Prior to installation of Output Devices, Lexmark will provide Frequently Asked Questions (FAQ) and Quick Reference Guide (QRG) documentation on Output Devices in electronic format for Customer to distribute to end users.

End User Training

Time of Installation Training. Lexmark will provide a thirty (30) minute User training session at each Customer Location at the time of installation where Output Devices have been installed to include; basic operational functionality of the Output Devices, toner and paper replenishment, walkup fax and copy and how to print an Output Device test/setup Page.

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8.0 ASSET MANAGEMENT SERVICES

Customer will provide, in electronic format, to Lexmark the data which is necessary for Lexmark to build the asset management database for all Managed Output Devices. Customer will provide such data to Lexmark within ten (10) Business Days of the Effective Date. Managed Output Device data Lexmark requires assistance with include, but are not limited to:

- a) Customer hierarchy level data,
- b) Customer Location physical address information,
- c) Key contact information including email and phone numbers,
- d) IP address or Host name.

For Existing Devices that are to be Managed Output Devices, Customer will also provide the following data elements within ten (10) Business Days of the Effective Date. For Output Devices self-installed by Customer, the following data elements will also be required, within seven (7) Business Days of installation:

- a) Serial number,
- b) Asset tag identifier,
- c) Physical address of the device,
- d) Starting page count
- e) Contact information at the device level.

Lexmark cannot provide Services until Customer fulfills obligations as outlined in Section 9.1 and upon Operational Readiness.

Lexmark will provide Customer, each month, with a Lexmark defined standard monthly asset reporting package in accordance with the details in Attachment D.

Customer is responsible for and will notify Lexmark in writing of all Managed Output Device relocations, removals, and changes within five (5) Business Days of such device change in accordance with a form provided by Lexmark. If Customer does not notify Lexmark as described, the problem will be escalated to Customer for resolution of missing Managed Output Devices within thirty (30) days in accordance with Section 11.A of DIR Contract No. DIR-TSO-3103.

DATA COLLECTION MANAGER

Lexmark's ability to provide the Services as described herein, requires the full functionality of the LDCM. Lexmark's ability to provide Services requires that all Managed Output Devices are attached to the network where the LDCM will reside. Customer agrees to actively assist Lexmark in its efforts to deploy the LDCM such that it is fully functional within twenty (20) Business Days of the Effective Date. When technically possible over Customer's network the LDCM will electronically capture Actual Volume, Meter Read information, network IP address, device alerts including toner low messages, and serial number for all Output Devices that can be viewed by the LDCM.

Customer and Lexmark agree to install LDCM on a VMware or Microsoft Hyper-V virtual server. At the time of any incident affecting the operations of LDCM Lexmark and Customer will attempt to resolve the incident and if unable to, LDCM will be installed on network connected hardware. Customer will either obtain support from Lexmark on that platform if the issue is replicated, or make the move to the network connected hardware permanent if the issue is not replicated.

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Customer acknowledges and understands that at the time of any incident there may be a potential loss of or delay in the provision of Services to Customer as provided by Lexmark pursuant to this Agreement as LDCM is a critical tool in the provision of such Services. In the event that LDCM cannot be provided due to technical difficulties on the part of the Lexmark and/or the Customer, Lexmark shall provide an alternative method to gather the required data in order to continue Services. Any alternative method shall be discussed and agreed upon by the parties.

The minimum specification for a virtual server is as detailed below:

- a) VMware or Microsoft Hyper V
- b) 2 virtual processors
- c) 3GB Virtual RAM for workstation OS
- d) 4GB Virtual RAM for server OS
- e) 40GB of Hard Drive space (Drives must be RAID and/or on SAN)
- f) Windows XP/Windows Server 2003/Windows Server 2008 R2/Windows 7/Windows Server 2012

Requirements for software

- a) Wow64 (Windows on Windows) for 64 bit Microsoft OS – must be installed on Server 2008 R2 Hyper-V
- b) .NET 2.0 and .NET 3.5.1 Runtime (must be enabled on Server 2008 R2 and installed on all other Microsoft OS)
- c) Lexmark requires Local Administrator rights to install

Prior to the installation of LDCM on a virtual server a defined test period will be determined by the Parties. The performance of LDCM will be monitored by Lexmark and Customer will be advised in writing of any issues or problems found by Lexmark during this period such that Customer has an opportunity to address these prior to actual implementation.

Lexmark does not license the LDCM to Customer or any subcontractor of Customer and Customer agrees to not use, copy, decompile, distribute, or otherwise disclose such LDCM and to ensure compliance of any Customer subcontractor to this provision.

Customer will provide webinar access to the LDCM hardware needed to remotely configure, manage, and maintain the LDCM solution to include local pc administrator, reboot rights and privileges. Such webinar access shall be initiated by Customer at Lexmark's request. Customer will provide Lexmark outbound access to the internet from this hardware via port 443 to transmit data to the Lexmark operations team via HTTPS.

Customer will also provide Lexmark pre-determined physical access to the hardware at a time that does not conflict with Customer business.

Firewalls, if any, within the Customer network may require the installation of additional LDCM hardware since a single hardware solution may not be able to query Output Devices across the firewall(s). Lexmark will be responsible for aggregation of data if the information has to be collected on multiple instances.

9.0 PROACTIVE CONSUMABLES MANAGEMENT

Lexmark shall: To be determined in SOW and in accordance with DIR Contract No. DIR-TSO-3103.

Customer shall: To be determined in SOW and in accordance with DIR Contract No. DIR-TSO-3103.

10.0 MAINTENANCE SERVICES

Lexmark will provide to Customer a on-site response Maintenance Service support model for Managed Output Devices as detailed in the SOW in accordance with DIR Contract No. DIR-TSO-3103.

Customer will: To be determined in SOW in accordance with DIR Contract No. DIR-TSO-3103

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Lexmark will provide the Maintenance Service for Managed Output Devices and will: To be determined in SOW in accordance with DIR Contract No. DIR-TSO-3103.

11.0 FEES AND PRICING

Ordering will be conducted via Purchase Order issued by Customer to Lexmark prior to implementation or installation activities. The PO must include the information listed below:

- a) PO number
- b) PO date of issuance
- c) Vendor name and address
- d) Ship-to address, including contact name and phone number
- e) Bill-to address, including contact name and phone number
- f) If product, then product part number and specific product description
- g) Specific quantity of each item
- h) Unit price per part number or per service
- i) Extended unit price by part number/service (quantity x unit price)
- j) Shipping - in accordance with MSA and SOW
- k) Payment - in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-3103
- l) Shall include the words: "All terms and conditions are in accordance with DIR Contract No. DIR-TSO-3103 and all appendices including Appendix F, Service Agreement to DIR Contract No. DIR-TSO-3103 dated _____, 201X."
- m) Authorized signature on the PO
- n) DIR Contract No. DIR-TSO-3103

Customer agrees to order and install a total minimum number Output Devices under this Agreement as agreed in the SOW.

Available Output Device accessories are listed in the SOW.

Lexmark will bill Customer in accordance with Section 8 of DIR Contract No. DIR-TSO-3103. Such billing shall be retroactive to the acceptance date of the Output Device. Charges will be retroactive to the acceptance date of the Managed Output Device. Each month, Lexmark shall bill Customer the applicable charges. In the event that an Output Device is delivered to Customer but not installed within ten (10) Business Days, through no fault of Lexmark's, that Output Device will be deemed accepted and shall be subject to invoicing as described above. Pricing is defined in the tables included on Attachment A and shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3101.

End of Appendix F

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**SCHEDULE 1
STATEMENT OF WORK**

INSERT NAME OF CUSTOMER PROGRAM HERE

1.0 DEFINITIONS:

Effective Date: Insert Month and Year

Initial Term: Insert Term

2.0 SERVICES OVERVIEW

Lexmark will assist Customer across Customer Locations. In support of this effort, Lexmark will provide Customer with the Services as defined in Appendix F, this Statement of Work and in accordance with DIR Contract No. DIR-TSO-3103. The Services to be provided by Lexmark shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3103 and shall include the following:

- a) Project Governance
- b) Management of Existing Devices
- c) Implementation Services
- d) Driver Deployment
- e) Training Services
- f) Asset Management Services
- g) Proactive Consumable Management
- h) Maintenance Services

3.0 MANAGEMENT OF EXISTING ENVIRONMENT:

To be determined:

4.0 CONSUMABLES MANAGEMENT

Lexmark shall: To be determined

Customer shall: To be determined

5.0 MAINTENANCE SERVICES

Lexmark will provide to Customer:

Customer will:

Lexmark will provide the Maintenance Service for Managed Output Devices and will:

6.0 Fees and Pricing: To be determined.

INSERT MINIMUM NUMBER Output Devices under this Agreement within INSERT TIME FRAME days from the Effective Date.

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Signatures

IN WITNESS WHEREOF, Lexmark and Customer have caused this Statement of Work to be executed by their respective authorized representatives as of the EFFECTIVE DATE written above.

CUSTOMER NAME

Lexmark International, Inc.

Print Name

Print Name

Customer Signature

Lexmark International Signature

Title

Title

Date

Date

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**STATEMENT OF WORK
ATTACHMENT A:**

Pricing in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3103.

To be determined.

**STATEMENT OF WORK
ATTACHMENT B:
Customer Locations**

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**STATEMENT OF WORK
ATTACHMENT C:
Change Request Process Form**

Change Request Form

Change Request Number:	To be assigned by Lexmark
Requester Name:	
Requester Company Name:	
Date Requested:	
Response Requested By:	
Change Requested: Describe the change requested (the area of the project plan /schedule being modified, and the benefits of making the change)	Requestor to provide written explanation as to the change that is being requested and the benefits that making this change would provide.
Resources Required:	Lexmark to complete this section
Estimated Schedule Impact:	Lexmark to complete this section
Estimated Cost Impact:	Lexmark to complete this section
Date Change Request Received:	
Change Request Received by:	
Change Request Receipt Company:	
Request Accepted: (State next steps)	
Request Rejected: (State reason for rejection)	

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**STATEMENT OF WORK
ATTACHMENT D:
Reporting**
